

Executed in 5 counterparts of
which this is counterpart No. 1

THIRD AGREEMENT FOR SEWAGE WORKS MAINTENANCE

THIS AGREEMENT made and executed this 20th day of September, 1966, between the CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "the City" and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro,"

W I T N E S S E T H:

WHEREAS, the City and Metro have heretofore executed an Agreement for Sewage Disposal dated January 26, 1961, and a Supplemental Agreement dated April 17, 1961, and from and after July 1, 1962, as provided in said agreements, Metro has furnished sewage disposal service to the City; and

WHEREAS, the City and Metro by agreement dated July 20, 1964, have provided for the performance by City personnel of the maintenance and operation of certain metropolitan sewerage facilities and the City and Metro now desire to extend such maintenance to additional metropolitan facilities and to make certain changes in the terms under which such maintenance is provided; and

WHEREAS, it is the intention of the parties that the particular agreements of January 26, 1961 and April 17, 1961 shall remain in full force and effect except only insofar as they may be specifically modified during the limited period of this agreement in accordance with its provisions;

NOW, THEREFORE, it is hereby agreed as follows:

1. For the term of this agreement and at the expense of Metro the City shall maintain and operate the following facilities of the Metropolitan Sewerage System:

a) All sewers and sewage pumping stations described in Exhibit "A" of the Agreement of January 26, 1961, except the pumping station located near the intersection of S. W. Spokane Street and 63rd Avenue S. W., designated in said Exhibit "A" as PS SPS 5;

b) The Delridge Trunk Sewer and the outfall from the Ballard Trunk Sewer as described in the Delridge Trunk Sewer Agreement with the City dated June 16, 1966.

c) The trunk sewer constructed by Metro under its Contract No. 62-4, Section 1, except the five Regulator Control and Outfall Control Structures, including appurtenant controls, motors and sluice gates, as detailed on sheets 33 through 51 inclusive, of the construction plans of said Contract No. 62-4;

d) The trunk sewer constructed by Metro under its Contract No. 64-2;

e) The sewer shown on sheet 12 of construction plans of Metro Contract No. 64-1 from its connection with the trunk sewer constructed under Contract No. 64-2 to its connection with the Matthews Park Pumping Station;

f) Any sewerage facilities located outside the City which Metro now has or may hereafter acquire the right to use and which are required to be maintained by the City under a presently existing city contract;

g) Any sewerage facilities hereafter constructed by Metro within the City which are designated to be maintained and operated by the City pursuant to the joint written authorization of the Executive Director of Metro and the City Engineer. Maintenance shall be understood to include inspection, cleaning and repair and may include photographic or closed-circuit television inspection techniques in addition to visual procedures. The

City shall exercise reasonable care, diligence and judgment in performing the work and shall, in particular, undertake preventive maintenance precautions, wherever practicable.

h) Photographic and closed-circuit television inspection of any Metro sewer lying outside the Seattle city limits, provided that such inspection shall be relatively infrequent and at the convenience of the City of Seattle.

2. Except in emergencies, when the City shall take immediate appropriate action, repairs costing more than \$1,500.00, or any additions and betterments, shall be undertaken only after approval by Metro. In emergencies, notice of action taken shall be given to Metro as soon as practicable considering the seriousness of the emergency.

3. Statements of amounts due for work performed pursuant to this agreement shall be presented to Metro at intervals considered by the City to be appropriate but not more frequently than monthly nor less frequently than annually. Costs to be paid by Metro shall include actual direct wages and salaries paid by the City for labor performed on such work plus an overhead charge equal to 42% thereof, actual cost of materials used plus a materials handling charge equal to 20% thereof, and rental for equipment used at the same rental rates charged to the City Sewer Utility by the City of Seattle. Such percentage charges to be added to costs of labor and materials may be revised from time to time to conform to percentage charges currently established by the City for general use in all interdepartmental transactions.

4. Metro shall hold the City harmless and defend all suits for personal injury or property damage arising out of the operation and maintenance of said sewers or sewage pumping station facilities which are not caused by neglect or failure of the City to perform this Agreement.

5. The term of this agreement shall be two years from and after July 1, 1966 unless with the mutual written agreement of the parties hereto the term shall be extended or unless in the sole judgment of Metro the City shall fail or neglect to operate said sewer facilities in an efficient manner and maintain same in good working order and condition, in which event Metro may terminate this agreement upon 30 days written notice to the City.

6. Whenever in this agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

City of Seattle
Seattle Municipal Building
Seattle, Washington 98104

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving of such notice shall be deemed to be the date of mailing thereof. Billings for and payments of operating costs may be made by regular mail.

7. No waiver by either party of any term or condition of this agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this agreement.

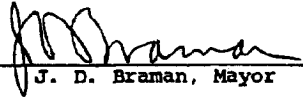
8. In addition to the remedies provided by law, this agreement shall be specifically enforceable by either party.

9. Effective July 1, 1966 this agreement shall supersede and terminate the Second Agreement for Sewage Works Maintenance dated July 20, 1964.

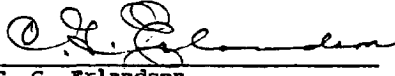
10. This agreement shall be executed in five counterparts any one of which shall be regarded for all purposes as one original.


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF SEATTLE


By 
J. D. Braman, Mayor

ATTEST:

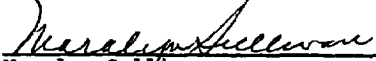

C. G. Erlandson
City Comptroller and City Clerk

Execution Authorized 
Ordinance No. 95111

MUNICIPALITY OF METROPOLITAN SEATTLE

By 
C. Carey Donworth
Chairman of the Council

ATTEST:


Maralyn Sullivan
Clerk of the Council



CITY OF SEATTLE
DEPARTMENT OF ENGINEERING
ROY W. MORSE, CITY ENGINEER
MEMBER, BOARD OF PUBLIC WORKS

J. D. Braman, Mayor

910 Seattle Municipal Building, Seattle, Washington 98104

May 5, 1967

Re: Third Agreement
Sewerage Works Maintenance

RECEIVED
MAY 10 1967
MUNICIPALITY OF METROPOLITAN SEATTLE

Mr. Charles V. Gibbs, Executive Director
Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98109

Dear Sir:

A copy of your letter of April 18, 1967, relating to an addition to the third agreement for sewerage works maintenance between the Municipality and the City of Seattle and describing certain facilities constructed under Metro contract No. 65-10, has been endorsed by Mr. Morse and is enclosed for your files.

Very truly yours,

ROY W. MORSE
City Engineer

By *RSC Cook*
R. S. COOK, Supervisor
Franchises and Utilities

RSC:ve
Enc.

KCSlip4 61144

SEA427443

April 18, 1967

SEATTLE ENG DEPT

APR 19 11 04 AM '67

Mr. Roy W. Morse
City Engineer
City of Seattle
Municipal Building
Seattle, Washington 98104

Dear Mr. Morse:

Third Agreement for Sewage Works Maintenance

In accordance with Section 1(g) of the above agreement, the Municipality herein requests the addition to said agreement of the facilities described and constructed under Metro Contract No. 65-10, West Duwamish Interceptor. The two pumping stations and three regulator stations which are a part of the same system, but constructed under Metro Contract No. 65-11, will not be added to the agreement and will be operated and maintained by Metro.

If you agree to accept the maintenance and operation of the facilities constructed under Metro Contract No. 65-10, plans for which are enclosed, please so indicate by signing in the space provided below. The signatures of Metro's Executive Director and Seattle's City Engineer to this letter shall constitute authorization for the City to operate and maintain the facilities.

Very truly yours,

Charles V. Gibbs
Executive Director

4/24/67
Acceptable to City

RWC

RWM
Roy W. Morse, City Engineer
City of Seattle

CVG/CJH:rr
Enclosures: 3rd Maint. Agreement
Contract 65-10 (plans)
cc: Mr. James R. Ellis

KCSlip4 61145

SEA427444



CITY OF SEATTLE
DEPARTMENT OF ENGINEERING
ROY W. MORSE, CITY ENGINEER
MEMBER, BOARD OF PUBLIC WORKS

J. D. Braman, Mayor

910 Seattle Municipal Building, Seattle, Washington 98104

July 10, 1967

RECEIVED

JUL 12 1967

MUNICIPALITY OF METROPOLITAN SEATTLE

Mr. Charles V. Gibbs
Executive Director
Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98199

Dear Sir:

We are returning the tissue copy of your letter of May 24, 1967 which you submitted as part of the third agreement for sewage works maintenance.

The original and tissue copy of this letter have been signed as an acceptance of the maintenance and operation of the facilities described and constructed under Metro Contract No. 65-10, West Duwamish Interceptor.

Very truly yours,

ROY W. MORSE
City Engineer

By *RSC*
R. S. COOK, Supervisor
Franchises and Utilities

RSC:nt
Enc

KCSlip4 61146

SEA427445

METRO

SEATTLE ENG DEPT

410 WEST HARRISON STREET • SEATTLE, WASHINGTON 98119 • ATwater 4-5100

MAY 26 10 39 AM '67



May 24, 1967

Metropolitan Council

Chairman

C. Carey Donworth

SEATTLE

Mayor

J. D. Braman

Councilmen

Paul J. Alexander

Ted C. Best

Charles M. Carroll

Ray L. Eckmann

Mrs. Harlan H. Edwards

Clarence F. Massart

Floyd C. Miller

M. B. Mitchell

Edward F. Riley

BELLEVUE

Councilman

Kenneth A. Cole

KIRKLAND

Councilman

Albert A. King

MERCER ISLAND

Mayor

Cleveland Anschell

REDMOND

Mayor

Gerhardt C. Graep

RENTON

Mayor

Donald W. Custer

SMALLER TOWNS

Francis E. Holman

Mayor, Lake Forest Park

KING COUNTY

Commissioners

Ed Munro

John D. Spellman

UNINCORPORATED AREAS

A. Dean Worthington

...

Executive Director

Charles V. Gibbs

Mr. Roy W. Morse
City Engineer
City of Seattle
Seattle Municipal Building
Seattle, Washington 98104

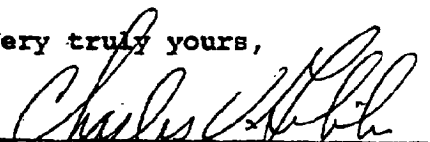
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If you agree to accept the maintenance and operation of the facilities constructed under Metro Contract No. 65-10, plans for which are enclosed, please so indicate by signing both copies of this letter in the space provided below, returning the copy to us. The signatures of Metro's Executive Director and Seattle's City Engineer to this letter shall constitute authorization for the City to operate and maintain the facilities.

Very truly yours,


Charles V. Gibbs
Executive Director


Roy W. Morse, City Engineer
City of Seattle

CVG/CJH:jl

Enclosures

cc: Mr. James R. Ellis

CLEAN WATERS

KCSlip4 61147

SEA427446